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CITIC

# UNOFFICIAL COPY

A Fodom  
Luvill Nunn

**CITIC**

**NOTICE:** The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

A Fodor  
John Nun

Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 15th day of December, 1987, and is in addition to and supplements the Mortgagor, Deed of Trust, or Deed to Secure Debt (the "Borrower") to secure Borrower's Note to Citicorp Savings and Loan Association, same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings and Loan Association, dated at the same date (the "Note") and covering the property described in the Security Instrument, located at 1625 West Beach Avenue, Chicago, Illinois 60610.

MODIFICATIONS. In addition to the covenants and agreements following, the covenants and agreements contained in the original Note and Security Instrument are hereby modified as follows:

Property

Property Address  
Equipment

Property Address  
Name

%, The Note interest rate may be increased or decreased by 19 89 and on that day of the month even interest rate index called the "Index". The Index is the securities adjusted to a constant maturity of 1 year. The interest rate be increased more than the rest.

Two and  $\frac{7}{8}$  percent  
Two and  $\frac{7}{8}$  percent

- LAW 60620  
Property Address  
in the Securit,

**A. Interest Rate and Monthly Payment Changes.** I agree as follows:

The Note has an "Initial Interest Rate" of **8.750** %, The Note interest rate may be increased or decreased **18 89** and on that day of the month every **1** year(s), by an amount equal to the changes in an interest rate index called the "Index". The Index is the constant maturity of **Four** years, **January 1**, **1989**.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the constant maturity of **Four** years, **January 1**, **1989**.

The weekly average yield on United States Treasury securities adjusted to a constant maturity of **Four** years, available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than **Four** points ( **4.75** %) from the Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding or subtracting percentage points ( **2** ) to the Current Index. He shall never be increased or decreased on any single change date by more than **2.875** %) from the rate of interest at the time of the change.

( \* Other:

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If interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.



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If a portioned residence purchased by the Lender in accordance with the Note or a portion of the Note is sold by the Lender, the Lender may choose to make such a portion of the Note or a portion of the Note a direct assignment to the new owner.

Paralleled lines; and (ii) Any such loan change will be reduced by the amount necessary to reduce the change to the permitted limit, less: (i) any such loan change allowed to be reflected in connection with the loan exceed law is interpreted so that the interest rate charged by the Security Instrument is subject to a law which sets maximum loan charges and that it could be that the loan accrued by the Borrower in connection with connection with the Note, increases in the interest rate will result in higher payoffs.

## B. Loan Changes

If the interest rate changes, the amount of Borrower's monthly payment will change as provided in the Note. Increases in the interest rate will result in higher payoffs. Decreases in the interest rate will result in lower payoffs.

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## (g) □ • Other

- (i) From the date of issuance generally bearing paid, Two percentage points shall never be incurred or deferred on any single Change due to more than paragoning points. 2.85% to the Current Index. However, this will not affect what is required to be paid before each Change due to the Note Holder will calculate the new interest rate by dividing Two and 7/8 points (4.75%) from the initial rate of interest.
- In no event over the full term of the Note will the interest rate be increased more than Four and 3/4 percentage points available by the Federal Reserve Board.
- (1) \* The weekly mortgage yield on United States Treasury securities related to a constant maturity of 1 year(s), as made changes in the interest rate are governed by campaign in the general rate index called the "Index", the Index is the month(h) thereafter.

one box to indicate Index.)

Changes in the interest rate are governed by campaign in the general rate index called the "Index", the Index is the month(h) thereafter.

A. Interest Rate and Monthly Payment Changes, The Note has an "Initial Interest Rate" of 8.750%, the Note interest rate may be increased or decreased on the day of the monthly beginning January 1, 1989 and on that day of the month every 12 months(h).

COVENANT AND AGREEMENTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Property Address:

1625 WEST BEACH AVENUE, CHICAGO, ILLINOIS 60610

located in

(the "Lender"), a home due (the "Note") and covering the property described in the Security Instrument and

Surviving and Loan Assignment, name given by the underligned (the "Borrower") to secure the Note to Citicorp Savings of Illinois, A Federal demand to amend and supplement the Mortgage, deed of Trust, or Deed in Recurrence (the "Security Instrument") of the Lender to the title of the property described in the Note and covering the property described in the Note and the Lender will be

increased in the interest rate will result in higher payoffs. Decreases in the interest rate will result in lower payoffs.

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate.

Loan Number 000970384  
A Federal Savings and Loan Association  
Citicorp Savings of Illinois

CITICORP SAVINGS.

MORTGAGE RIDER  
ADJUSTABLE RATE

9 7 6 5  
4 3 2 1

C. Prior Liens

If Lender determines that all or any part of the sum secured by this Security Instrument are subject to lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of those, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first index named will apply.

LAKE VIEW TRUST AND SAVINGS BANK

A CORPORATION OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST NUMBER 7484.

ADJ. RATE MTGE. RIDER

This NOTE is executed by LAKE VIEW TRUST and SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the property specifically described in said MORTGAGE securing the payment hereof, by the enforcement of the provisions contained in said MORTGAGE. No personal liability shall be asserted or be enforceable against the LAKE VIEW TRUST and SAVINGS BANK personally or any person interested beneficially or otherwise in said property specifically described in said MORTGAGE given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to recompense the rents, issues and profits arising from the property described in said MORTGAGE or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said MORTGAGE given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said MORTGAGE set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note described in the within mentioned MORTGAGE

Identification No. ....

Trustee

LAKE VIEW TRUST AND SAVINGS BANK,  
As Trustee as aforesaid and not personally.

By R. J. Kline Vice President

M. J. Lindholm Trust Officer

NOTE/ADD

# UNOFFICIAL COPY

7236  
87667236

THIS INSTRUMENT WAS PREPARED BY: LYNN BAUTISTA  
One North Dearborn Street  
Chicago, Illinois 60602

ADJUSTABLE RATE  
MORTGAGE

CITICORP SAVINGS\*

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-5000

LOAN NUMBER: 000970384

19 00

THIS MORTGAGE ("Security Instrument") is given on December 15  
1987. The mortgagor is LAKE VIEW TRUST AND SAVINGS BANK  
A CORPORATION OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT  
DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST NUMBER 7484.

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower, or as Lender the principal sum of FIFTY TWO THOUSAND AND 00/100

Dollars (U.S.\$52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 13 IN BLOCK 9 IN MCREYNOLDS SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-06-221-017-0000  
B.B.C.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 DEC 21 AM 2:03

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which has the address of

1625 WEST BEACH AVENUE

CHICAGO

(Street)

(City)

Illinois 60610

("Property Address");

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

1000

88 S. Wacker

**UNOFFICIAL COPY**

Any non-monetary donation accepted by a fundraise under this plan paragraph 7 shall be deemed a deductible part of the donor's taxable gross income excepted by this paragraph.

4. **Formation of interarterial fistula in the liver**: More frequently in children. It forms either fistulae between the coronary and hepatic arteries or between the hepatic and splenic arteries. If it involves the hepatic artery, it may result in portal hypertension due to obstruction of the hepatic veins.

**4. Performance and Maintenance of Property; Landlord's Duties** Landowner shall not do anything which will interfere with the proper use of the property, and it is understood that if any damage is done to the property, the landowner shall be liable for the same.

prefer paper over the new digital option, which I have to do outside of the same network by a third party. I am not able to do this without a connection to the Internet.

Sociedad Industrial, which was to not then be up to the 30-day period within the next three years.

Consequently, and somewhat surprisingly, we find that the same factors that are correlated to the retention of the homologous protein are correlated to the retention of the heterologous protein.

6. **Licensed Landscapes**. Landscape architect shall keep the property open to the public during office hours and shall provide reasonable access to the property for inspection by the Board or its agents.

7. **Licensed Landscapes**. Landscape architect shall not charge the public for admission to the property unless the property is open to the public during office hours and shall provide reasonable access to the property for inspection by the Board or its agents.

4. **Comparing Lenses:** How do different lenses affect the properties of light? How do lenses change the way we see the world around us?

I am afraid that to understand this change the Note record, to provide a more meaningful comparison due under the Note field, to

Applicant can file a separate application for the renewal of his/her Second Stage Instrumental Qualification if he/she has not applied for the renewal of his/her Second Stage Instrumental Qualification by the time of application for the renewal of his/her Second Stage Qualification.

If the amount of the premium paid by Lenders, together with the principal amount of the Lenders' loans outstanding with the date of the payment, exceeds the sum due, the due date will be extended, together with the principal amount of the Lenders' loans outstanding with the date of the payment.

"The Friends would like to hold in an intermission the discussion of whether we wanted an additional or a different or a shorter meeting.

**3. Funds for Tuition and Tuition Waivers:** Subject to applicable law or to written waiver by Funders, Institutions shall pay to Tuition and Tuition Waivers.

UNIVERSITY OF GIBRALTAR, BORROWER AND LENDER SOVEREIGNTY AND TITLE CHARTER, BORROWER SHALL PAY WHEN DUE THE PRINCIPAL OR INTEREST AND INSTITUTE FEE PAYABLE AND LIQUIDATED DURING THE TERM OF THE LOAN AS FOLLOWS:

**UNOFFICIAL COPY**

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have Subrogation Instrument reinstated if any time prior to the earlier of (a) 6 days (or such other period as applicable in law may specify for reinstatement), before any sale of the Property pursuant to any power of sale contained in this agreement or (b) entry of a judgment entitling the Security Instrument to any amount in this agreement or (c) entry under which there would be due under this Security Instrument and the Note had not been paid in full under the Note and either (a) or (b) occurs; (d) enters any default of any other covenants or agreements; (e) pays any debt in connection with this instrument, including but not limited to, payment of attorney fees; and (f) violates any provision of this instrument.

Understand the risks involved in this option, and seek advice from a financial advisor before proceeding.

Received by this Secretary Unremitted however, this option shall not be exercised by Lender if exercise is prohibited by

16. **Terrorower r usagi**, however, sum to prevent any unauthorized copy of this work under the terms of this license, along with its terms.

17. **Transferee of this Property or a Beneficial Interest in Borrower**. If all of any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

Note: The area dedicated to be covered by the new geographical areas of the BCI and the BCI's administrative

Note continuation in which the *Proportion* is located, in the event that any provision or clause of this Note is held invalid or unenforceable without the benefit of such provision or clause.

<sup>16.</sup> Government Law Board, *Senate Interim Study Committee on the Flow of the*

Final critique will be provided for in tandem with individualized feedback on any other individual learning designs submitted by students. Any critique provided for in this Security Information Systems class will be deemed to have been given to borrowed or shared when given in proportion to the original source.

14. **Noderaa.** Any notice to Borrower provided for in this Security Instrument shall be given by paragrapgh 17.

19. **Techniques** **and** **strategies** **for** **improving** **the** **quality** **of** **experiments** **in** **psychology** **are** **described** **in** **this** **chapter**.

**12. Loan Cancellation:** If the loan is fully participated or substituted for a loan which sets maximum loan cancellation, and the law is fully satisfied, then Securitizing Intermediary is subject to a law which sets maximum loan cancellation.

11. Education and Training: Adult and Secondary Education; Correspondence and Distance Education; Higher Education; Technical Education; Vocational Education; Primary Education; Early Childhood Education; Special Education; and Lifelong Learning.

10. **Deceitful or False Witness**: **Perjury** is the wilful giving of false evidence by a witness in a court of law. It is a criminal offence. Perjury is also known as **perjuring**. It is a serious offence.

In this section we will discuss the main features of the *lattice* command and how it can be used to generate a wide variety of lattice structures.

before the bankruptcy, divided by (d) the fair market value of the Property immediately before the bankruptcy. Any balance shall be paid to the receiver.

In this event of a total takeoff of the property, the proceeds would be applied to the same extent as if the shareholders had no other alternative but to liquidate.

**8. Compensation**, "The Proceeds of any part of the Property, or for conveyance in lieu of conveyance, are hereby acknowledged and shall be paid to Lander.

and the following procedure may be followed to determine the required number of people to be interviewed.

However, until they prove their usefulness in actual use the manufacturers of these products must be very careful in their claims.

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NON-UNIFORM COVENANTS: Lender and Borrower further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**20. Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

**21. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**22. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**22. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.**

**23. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) {specify} \_\_\_\_\_

~~SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF~~

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any  
endorse(s) executed by Borrower and recorded with it.

Alfred Lawrence

Lydia Eaton

BOSTON WOR

Lake View Trust and Savings Bank  
A Corporation of Illinois, Not Personally, but as Trustee Under Trust Agreement  
Dated November 19, 1987 and Known as Trust No. 481 P-7484.

THIS MORTGAGE is executed by the Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake View Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Lake View Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder; and that so far as the First Party and its successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, not personally but as Trustees aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

LAKE VIEW TRUST AND SAVINGS BANK AS Trustees as aforesaid did not personally,

By John G. B. Vice President

Attest, JR Richardson Trust Officer

STATE OF ILLINOIS) I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
                      ) SS R. W. Kinzie  
COUNTY OF COOK ) Sr. Vice President of the LAKE VIEW TRUST AND SAVINGS BANK, and

Trust Officer of said Bank, who are personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such Vice President, and Trust Officer, respectively,  
appeared before me this day in person and acknowledged that they signed and delivered the said  
instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as  
Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then  
and there acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank,  
did affix the corporate seal of said Bank to said instrument as said Trust Officer's own free and  
voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the  
uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of Dec., 1987.

Dorothy L. Hallmann  
Notary Public

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Property of Cook County Clerk's Office



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**2-4 FAMILY RIDER  
(Assignment of Rents)**

**LOAN NUMBER:** 000970384

**CITICORP SAVINGS®**

**Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312) 877-5000**

THIS 2-4 FAMILY RIDER is made this      15th      day of      December      , 19 87 ,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp  
Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the property described  
in the Security Instrument and located at:

1625 WEST BEACH AVENUE, CHICAGO, ILLINOIS 60610  
(Property Address)

**2-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Use of Property; Compliance With Law.** Borrower shall not seek, agree to make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. Subordinate Lien.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. Rent Loss Insurance.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "Borrowers Right to Reinstate" Deleted. Uniform Covenant 18 is deleted.

**E. Assignment of Leases.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

**Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph E.**

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.**

Elmer Proenza (South  
Dakota)  
Elmer Proenza (South  
Dakota)

Z. Janusz E. L. S. (Seal)  
-Dokument

LAKE VIEW TRUST AND SAVINGS BANK  
A CORPORATION OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT  
DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST NUMBER 7484.

# UNOFFICIAL COPY

This assignment of rents is executed by LAKE VIEW TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE VIEW TRUST AND SAVINGS BANK, as Trustee, hereby represents that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note or notes, or trust deed, contained shall be construed as creating any liability on the said LAKE VIEW TRUST AND SAVINGS BANK, either individually, or as Trustee aforesaid, personally to pay the said note or notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein or in said notes or trust deed contained, all such liability, if any, being expressly waived by the holder of said note or notes and by every person now or hereafter claiming any right or security hereunder, and that so far as LAKE VIEW TRUST AND SAVINGS BANK, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note or notes and the owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF, LAKE VIEW TRUST AND SAVINGS BANK has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Trust Officer, this 15th day of Dec. 19 87

LAKE VIEW TRUST AND SAVINGS BANK, as Trustee  
by: *R. W. Kinzie*  
VICE PRESIDENT  
ATTEST: *G. R. Reinhard*  
TRUST OFFICER  
STATE OF ILLINOIS  
COUNTY OF COOK  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
Voluntary Commission Expires Sept 1, 1989  
SS

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT R. W. Kinzie, Sr. Vice President of the LAKE VIEW TRUST AND SAVINGS BANK, and G. R. Reinhard Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that he did affix the said corporate seal of said Bank to said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of Dec., 19 87

*Dorothy L. Dallman*  
NOTARY PUBLIC

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